CITY OF LINCOLN COUNTY OF LANCASTER

Vince M. Mejer, CPPO, C.P.M. Purchasing Agent

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QUOTATION REQUEST

Quote Prices F.O.B. Destination Lincoln, Nebraska

Date - 1/23/04 Order No. - 1465 OQ Date Due - 02/04/04

QUOTATIONS MUST BE RECEIVED IN THE PURCHASING DIVISION OFFICE BY THE DUE DATE SPECIFIED ABOVE

PLEASE MAKE NECESSARY VENDOR INFORMATION CORRECTIONS ON THIS FORM:

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Return Quotation Request To:

Purchasing Division K-Street Complex 440 S 8th St Ste **200** Lincoln NE 68508 Schauer, Larry - Bids

Buyer

Item Number / Description	Quantity	UM	Unit Price	Total Price
68001101000 Police Equipment and Supplies		50 EA		
Shin Gaurds: with plastic extensith wide elastic Velcro Straps protection, additional strap at	s. Dougle knee	, Extende		
Mfg	No.			
We will need various sizes. Wi				
68001101000 Police Equipment and Supplies		50 EA		
Elbow/Forearm Guards: with hard padded interliner	l outer shell	and a sof		
Mfg	No.			
You can fax your quotation bac				
above referenced date. Fax to at 402/441-6513.	attention of	Debbie W	inkler	

■ VENDOR MUST COMPL	ETE THE FOLLOWING .							
The undersigned represents and warrants that he/she has full and complete authority to submit this quotation and to enter into a contract upon acceptance by the City/County. The undersigned agrees to comply with all conditions above and on reverse side of this document.								
COMPANY NAME	BY (PRINT NAME)							
ADDRESS	SIGNATURE							
	TITLE TO A STATE OF THE STATE O							
TELEPHONE	DATE							
EMPLOYER FEDERAL ID NO. OR	DELIVERY SCHEDULE							
SOCIAL SECURITY NUMBER	DAYS ARO							

PURCHASING DIVISION CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA INSTRUCTIONS TO BIDDERS

- 1. <u>BIDDING PROCEDURE</u> A bid by a corporation must be signed in the name of such organization by a duly authorized official thereof. Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization. Most departments of the City of Lincoln and Lancaster County agencies are exempt from federal excise taxes and state and local sales and use taxes. Kindly bid without taxes. The City/County will be responsible for paying any taxes which may be due.
- 2. FAIR EMPLOYMENT PRACTICES Each bidder agrees that he/she will not discriminate against any employee or applicant for employment because of age, race, color, religion, ancestry, national origin, disability, sex or marital status, and that he will take affirmative action to assure that applicants are employed and that employees are treated during employment without regard to age, race, color religion, ancestry, national origin, disability, sex or marital status.
- 3. DATA PRIVACY Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, patents and patent rights. The bidder agrees to hold the City/County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.
- 4. <u>INDEPENDENT PRICE DETERMINATION</u> By signing and submitting this bid, the bidder certifies that: The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 5. CLARIFICATION OF SPECIFICATION DOCUMENTS Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents. Interpretations, corrections and changes made to the specification documents will be made by written addenda. Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City/County; and bidders shall not rely upon such interpretations or changes. No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except: An addendum withdrawing or postponing the invitation to bid
- 6. BRAND NAMES If and wherever in the material specifications or proposal form brand names, make, manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow. It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the City/County that said item is equal to or better than the product specified. If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City/County's specifications.
- 7. <u>DEMONSTRATION/SAMPLES</u> If requested, the bidders shall, at bidder's expense, demonstrate and/or furnish samples of the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City/County.
- 8. <u>DELIVERY</u> Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. F.O.B. to the City/County at the location specified by the City/County, with all transportation charges paid.
- 9. WARRANTIES, GUARANTEES AND MAINTENANCE A copy of the manufacturer's warranties and/or guarantees for the items being bid must accompany your proposal. A copy of your company's maintenance policies and costs must also accompany your proposal. Replacement parts of defective components shall be shipped to the City/County at no cost. If defective parts are required to be returned to the bidder, the shipping costs shall be borne by the bidder.
- 10. ACCEPTANCE OF MATERIAL The finished materials must be new, the latest make or model, of the best quality, unless otherwise specified, and the highest grade workmanship. The material delivered under this proposal shall remain the property of the bidder until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted by the City/County. The material delivered must be fully in accord with specification documents. In the event the material and/or services supplied to the City/County is found to be defective or does not conform to specification documents, the City/County reserve the right to cancel the order upon written notice to the bidder and return materials to bidder at the bidder's expense. Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln or Lancaster County, Nebraska, as required by the contract documents or purchase orders. Selling dealer's advertising decals, stickers or other signs shall not be affixed to the equipment; vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forings, stampings, nameplates and logos are acceptable.
- BID EVALUATION AND AWARD The signed bid shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City/County of purchase orders, contract award notifications, or other contract documents appropriate to the work. No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid. In case of a discrepancy between the unit prices and their extensions, the unit price shall govern. The City/County reserve the right to accept or reject any or all bids, or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the specification documents.
- 12. <u>TERMS OF PAYMENT</u> Unless other specification provisions state otherwise, payment in full will be made by the City/County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.
- 13. <u>LAWS</u> The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.